

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

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JUAN CARLOS INTERIANO, Individually, and
JUAN CARLOS INTERIANO, as assignee of
ALL-BORO REHAB CONSTRUCTION CORP.,
ALL BORO GROUP LLC, and
ALL-BORO CONSTRUCTION GROUP, INC.,

Plaintiffs,

- against -

ARCH SPECIALTY INSURANCE
COMPANY,

Defendant.
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Case No. 2:23-cv-00238-PKC-AYS

**DECLARATION OF
PATRICK FIREBRACE**

PATRICK FIREBRACE hereby declares as follows pursuant to 28 U.S.C. § 1746(1):

1. I am the International Development Director at DAC Beachcroft LLP (“DACB”), which role I have held since 1 March 2022. In that role, I am responsible for facilitating and otherwise coordinating various aspects of DACB’s international operation, including DACB’s expansion into the United States and the opening of its offices in New York City and Los Angeles.

2. I understand that DACB acts as attorneys for Defendant Arch Specialty Insurance Co. (“Arch”) in the above captioned action. I submit this Declaration in support of Arch’s Opposition to Plaintiffs’ Motion for an Order Disqualifying DACB as counsel for Arch in this Lawsuit.

3. DACB is an international law firm that employs over 3,000 people worldwide. DACB operates 24 offices on four continents.

4. In 2023, DACB began exploring the possibility of providing legal services in the United States. Further to those efforts, beginning in the spring of 2023, I met and had several conversations with certain attorneys formerly at Robinson & Cole LLP (“Robinson”) and attorneys

formerly at Vogrin & Frimet LLP (“V&F”). In December 2024, attorneys from V&F and Robinson independently agreed to join DACB effective January 1, 2025.

5. DACB began providing legal services in the United States effective January 1, 2025, with offices in both New York City and Los Angeles, California.

6. DACB’s New York office is located in Manhattan at 55 Broadway, Suite 1602. Construction of DACB’s office space had not yet completed by January 1, 2025, so the firm arranged for an alternate workspace – a conference room operated by a co-working company within 55 Broadway – between January 1 and January 22, the date construction within Suite 1602 was completed to the point where attorneys could work in the office.

7. Before January 22, I asked DACB’s attorneys in New York to work somewhere other than the office. Most chose to work from home, although DACB’s attorneys formerly associated with V&F elected to work almost exclusively from V&F’s old office, located at 150 Broadway, because V&F’s lease on the space did not expire until February 1, 2025. Because construction of DACB’s New York office had not completed by January 1, DACB also arranged for IT technicians to work out of V&F’s former office in order to assist DACB’s new attorneys with technical issues, such as setting up their laptops and obtaining access to their emails and electronic files.

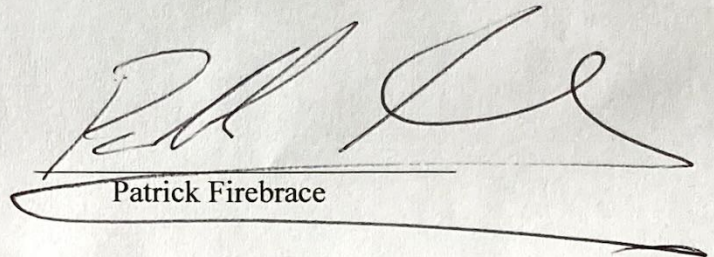
8. DACB’s New York office generally operates as an open floor plan, with cubicle workstations in the center of the office. The exterior of the office is comprised of six individual, enclosed offices and an enclosed conference room. The office also includes a “pink noise” machine that depresses sound so that attorneys’ voices do not carry throughout the office when at the workstations.

9. Despite maintaining an office at 55 Broadway, DACB does not require its attorneys and staff to work from the office every working day. Instead, DACB operates on a flexible work arrangement and permits its employees to work from home absent a business need to be in the office.

10. Before V&F's employees joined DACB, they were instructed not to bring any hard-copy or electronic files, documents, or communications related to this lawsuit to DACB. Former V&F attorneys do not have access to DACB's electronic file for this matter.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Executed on May 30, 2025



Patrick Firebrace